

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
	:	
In re	:	Chapter 11 Case No.
	:	
LEHMAN BROTHERS HOLDINGS INC.,	:	08-13555 (JMP)
<i>et al.</i>	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**FOURTH OMNIBUS NOTICE OF ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that, on September 20, 2008, the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered an order (the “Sale Order”) which, among other things, approved an Asset Purchase Agreement (the “Purchase Agreement”) in the above-referenced chapter 11 cases of Lehman Brothers Holdings Inc. (“LBHI”) and its affiliated debtors (collectively, the “Debtors”).

PLEASE TAKE FURTHER NOTICE that, in accordance with the Sale Order and Section 2.5 of the Purchase Agreement, Barclays Capital, Inc. (the “Purchaser”) has the right to designate certain of the Debtors’ unexpired leases and executory contracts for assumption and assignment to Purchaser (collectively, the “Purchased Contracts”).¹

PLEASE TAKE FURTHER NOTICE that, on October 3, 2008, the Bankruptcy Court entered an order (the “Procedures Order”) which, among other things, approved expedited procedures for the assumption and assignment of Purchased Contracts to the Purchaser.

PLEASE TAKE FURTHER NOTICE that the Purchaser hereby provides notice of the (i) assumption and assignment of the Purchased Contracts identified below as of the date hereof, and (ii) cure costs, if any, to be paid (the “Cure Amounts”) pursuant to 11 U.S.C. § 365(b)(1)(A) in connection with the assumption and assignment of such Purchased Contracts.

¹ For purposes of this Notice and the Procedures Order (defined below), Purchased Contracts include PIM Leases (as such term is defined in that certain Clarification Letter with respect to the Purchase Agreement, dated September 20, 2008 (the “Clarification Letter”)) that are designated for assumption and assignment by the Purchaser in accordance with the terms of the Clarification Letter.

PLEASE TAKE FURTHER NOTICE that any party in interest that objects to the proposed assignment or Cure Amount must file and serve a written objection so that such objection is filed with the Court and actually received by the following parties (the “Objection Notice Parties”) no later than ten (10) days after the date on which this notice of the assignment was sent to the counterparty: (i) the attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119 (Attn: Lori R. Fife and Shai Y. Waisman); (ii) the U.S. Trustee, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis); (iii) the attorneys for the Purchaser, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York NY 10006 (Attn: Lindsee P. Granfield and Lisa M. Schweitzer); (iv) the attorneys for the Creditors’ Committee, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, NY 10005 (Attn: Dennis F. Dunne, Luc A. Despins, and Wilbur F. Foster, Jr.); and (v) the attorneys for the SIPA Trustee, Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, NY 10004 (Attn: James B. Kobak, David Wiltenburg, and Jeff Margolin).

PLEASE TAKE FURTHER NOTICE that, to the extent that any counterparty does not timely file an objection as set forth above, such counterparty is deemed to have consented to their respective Cure Amount and the assumption and assignment of their respective Purchased Contract to the Purchaser as set forth in the Assignment Notice, and shall be forever barred from objecting to the assignment or to the Cure Amount set forth below, including, without limitation, the right to assert any additional Cure Amounts or any other amounts with respect to the leases and contracts to be assumed and assigned.

PLEASE TAKE FURTHER NOTICE that, to the extent any objections to the Cure Amounts for such contracts are timely filed, the Debtors, Purchaser and the counterparty must meet and confer in good faith to attempt resolve any such objection without Court intervention. If the objecting party and the Purchaser determine that the objection cannot be resolved without judicial intervention, then such dispute will be determined by the Court upon written application by either party on 20 (twenty) days notice, with any response due to such an application 15 (fifteen) days after such application is filed. The Purchaser shall pay any Cure Amount as soon as reasonably practicable after the earliest of (i) the date on which the contracting counterparty consents in writing to the assumption and assignment of its Purchased Contract to the Purchaser and to the Cure Amount for such contract, (ii) the date on which the counterparty is deemed to have consented to the assumption and assignment of its Purchased Contract to the Purchaser and to the Cure Amount for such contract, or (iii) the date on which the Court enters an order determining the Cure Amount for such contract after the notice and hearing procedure set forth above.

Dated: October 6, 2008
New York, New York

**CLEARY GOTTlieb STEEN &
HAMILTON LLP**

By: /s/ Lindsee P. Granfield

Lindsee P. Granfield

Lisa M. Schweitzer

One Liberty Plaza

New York, New York 10006

Telephone: (212) 225-2000

Facsimile: (212) 225-3999

Counsel to Barclays Capital Inc.

Vendor Name+	Agreement ID	Cure Amount	Type II	Vendor Contact Name	Vendor Contact Address	Lehman Entity
TRANSACTION NETWORK SERVICES	CON000000023230	\$0.00	Amendment / Addendum / Schedule	NA	11480 Commerce Park Drive Suite 600, Reston, VA 20191	Lehman Brothers
TRANSACTION NETWORK SERVICES	CON000000024008	\$0.00	Amendment / Addendum / Schedule	NA	11480 Commerce Park Drive Suite 600, Reston, VA 20191	Lehman Brothers
TRANSACTION NETWORK SERVICES	CON000000025714	\$0.00	Standalone Agreement	NA	11480 Commerce Park Drive Suite 600, Reston, VA 20191	Lehman Brothers
TRANSACTION NETWORK SERVICES	CON000000027018	\$0.00	Amendment / Addendum / Schedule	NA	11480 Commerce Park Drive Suite 600, Reston, VA 20191	Lehman Brothers
TRANSACTION NETWORK SERVICES LTD	CON000000027483	\$0.00	TBD	NA	11480 Commerce Park Drive Suite 600, Reston, VA 20191	Lehman Brothers
TRANSACTION NETWORK SERVICES LTD	CON000000027555	\$0.00	Amendment / Addendum / Schedule	NA	11480 Commerce Park Drive Suite 600, Reston, VA 20191	Lehman Brothers
TRANSACTION NETWORK SERVICES LTD	CON000000028015	\$0.00	Amendment / Addendum / Schedule	NA	11480 Commerce Park Drive Suite 600, Reston, VA 20191	Lehman Brothers
TRANSACTION NETWORK SERVICES LTD	CON000000028031	\$0.00	TBD	NA	11480 Commerce Park Drive Suite 600, Reston, VA 20191	Lehman Brothers
TRANSACTION NETWORK SERVICES LTD	CON000000028092	\$0.00	TBD	NA	11480 Commerce Park Drive Suite 600, Reston, VA 20191	Lehman Brothers
TRANSACTION NETWORK SERVICES LTD	CON000000028153	\$0.00	TBD	NA	11480 Commerce Park Drive Suite 600, Reston, VA 20191	Lehman Brothers
TREEHOUSE SOFTWARE INC	CON000000020262	\$0.00	Amendment / Addendum / Schedule	NA	400 Broad Street Sewickley, PA 15143	Shearson Lehman Brothers Inc
TRIPLE CREEK ASSOCIATES, INC	001325-LEHNY-2006	\$0.00	Master Agreement	NA	7730 E. Belleview Ave. Suite 200A; Greenwood Village, Co 80111	LBHI
TRIPLE CREEK ASSOCIATES, INC	001327-LEHNY-2006	\$0.00	Supplement	NA	7730 E. Belleview Ave. Suite 200A; Greenwood Village, Co 80111	LBHI
Tri-Star Design, Inc.	CON000000023332	\$0.00	Master Agreement	NA	34 Hayden Rowe St, Suite 176, Hopkinton, MA 01748	LBHI
Tri-Star Design, Inc.	CON000000023333	\$0.00	Professional and Consulting	NA	34 Hayden Rowe St, Suite 176, Hopkinton, MA 01748	LBHI
Tri-Star Design, Inc.	CON000000029854	\$0.00	Transaction Schedule	NA	34 Hayden Rowe St, Suite 176, Hopkinton, MA 01748	NA
TUFIN SOFTWARE	CON000000014746	\$0.00	Master Agreement		5 Jabotinsky Street, Ramat Gan, 52520, Israel	LBHI
TUFIN SOFTWARE	CON000000014894	\$0.00	Amendment / Addendum / Schedule		5 Jabotinsky Street, Ramat Gan, 52520, Israel	LBHI
TUFIN SOFTWARE	CON000000015667	\$0.00	Transaction Schedule		5 Jabotinsky Street, Ramat Gan, 52520, Israel	LBHI
UBS Securities LLC*	CON000000026748	\$0.00	Master Agreement	Head of Credit Fixed Income Distribution, UBS / Corporate Legal, UBS	100 Liverpool Street, London, EC2M 2RH	LBHI
UBS Securities LLC*	CON000000026748	\$0.00	Master Agreement	Head of Credit Fixed Income Distribution, UBS / Corporate Legal, UBS	100 Liverpool Street, London, EC2M 2RH	Unknown
UBS Securities LLC*	CON000000026748	\$0.00	Master Agreement	Head of Credit Fixed Income Distribution, UBS / Corporate Legal, UBS	100 Liverpool Street, London, EC2M 2RH	Unknown
UBS Securities LLC*	CON000000026748	\$0.00	Master Agreement	Head of Credit Fixed Income Distribution, UBS / Corporate Legal, UBS	100 Liverpool Street, London, EC2M 2RH	Unknown

Vendor Name+	Agreement ID	Cure Amount	Type II	Vendor Contact Name	Vendor Contact Address	Lehman Entity
UNIFORM INFORMATION SERVICES	CON000000012557	\$0.00	Master Agreement	N/A	1250 Route 28, Branchburg, NJ 08876	N/A
UNIFORM INFORMATION SERVICES	CON000000012557	\$0.00	Master Agreement	N/A	1250 Route 28, Branchburg, NJ 08876	Unknown
UNIFORM INFORMATION SERVICES	CON000000012557	\$0.00	Master Agreement	N/A	1250 Route 28, Branchburg, NJ 08876	Unknown
UNIFORM INFORMATION SERVICES	CON000000012557	\$0.00	Master Agreement	N/A	1250 Route 28, Branchburg, NJ 08876	Unknown
UNIMAX SYSTEMS CORPORATION	CON000000021139	\$0.00	Trial	N/A	430 First Ave N., Suite 790, Minneapolis, MN 55401	LBHI
UNIMAX SYSTEMS CORPORATION	CON000000021139	\$0.00	Trial	N/A	430 First Ave N., Suite 790, Minneapolis, MN 55401	Unknown
UNIMAX SYSTEMS CORPORATION	CON000000021139	\$0.00	Trial	N/A	430 First Ave N., Suite 790, Minneapolis, MN 55401	Unknown
UNIMAX SYSTEMS CORPORATION	CON000000021139	\$0.00	Trial	N/A	430 First Ave N., Suite 790, Minneapolis, MN 55401	Unknown
UTC ASSOCIATES, INC	CON000000014706	\$0.00	Master Agreement	N/A	82 Wall St, Suite 7901-702, New York, NY 10005	LBHI
UTC ASSOCIATES, INC	CON000000029079	\$0.00	Transaction Schedule	N/A	82 Wall St, Suite 7901-702, New York, NY 10005	LBHI
Valtera Corporation	CON000000020761	\$0.00	Master Agreement	N/A	1701 Golf Road, 2-1100, Rolling Meadows, IL 60008	LBHI
Valtera Corporation	CON000000021356	\$0.00	Amendment / Addendum / Schedule	N/A	1701 Golf Road, 2-1100, Rolling Meadows, IL 60008	LBHI
VALUEMOMENTUM, INC.	CON000000023864	\$0.00	Master Agreement	N/A	3001 Hadley Road, Unit 8, South Plainfield, NJ 07080	LBHI
VALUEMOMENTUM, INC.	CON000000023865	\$0.00	Supplement	N/A	3001 Hadley Road, Unit 8, South Plainfield, NJ 07080	LBHI
VERICEPT	CON000000019698	\$0.00	Trial	N/A	555 Seventeenth Street, Suite 1500, Denver, CO 80202-3913	LBHI
VERREX	001358-LEHNY-2006	\$0.00	Master Agreement	N/A	1130 Route 22 West, Mountainside, NJ 07092	N/A
VERREX	001358-LEHNY-2006	\$0.00	Master Agreement	N/A	1130 Route 22 West, Mountainside, NJ 07092	N/A
VIGNETTE EUROPE LIMITED	CON000000026050	\$0.00	Master Agreement	N/A	1301 South MoPac Expressway, Austin, TX 78746	N/A
VIGNETTE EUROPE LIMITED	CON000000026050	\$0.00	Master Agreement	N/A	1301 South MoPac Expressway, Austin, TX 78746	N/A
WARDS COMMUNICATIONS	CON000000026801	\$0.00	Amendment / Addendum / Schedule	Lisa Williamson	300 Town Center, Suite 275C, Southfield, MI 48075	N/A
WARDS COMMUNICATIONS	CON000000026802	\$0.00	Amendment / Addendum / Schedule	Lisa Williamson	300 Town Center, Suite 275C, Southfield, MI 48075	N/A
Washington Speakers Bureau		\$25,000.00	Contract Ken Venturi	Harry Rhoads	1663 Prince Street, Alexandria, VA 22314	Lehman Brothers
WATCHFIRE, INC.	CON000000029601	\$0.00	Maintenance Renewal Quote	Sathit Chainam	IBM- PO Box 643600, Pittsburgh, PA 15264 3600	N/A
WCN	CON000000023391	\$0.00	TBD	N/A	Level One West Woodman Works, The Crescent London SW19 8DR	LBHI
WCN	CON000000028277	\$0.00	TBD	N/A	Level One West Woodman Works, The Crescent London SW19 8DR	N/A
WCN	CON000000028278	\$0.00	TBD	N/A	Level One West Woodman Works, The Crescent London SW19 8DR	N/A
Workshare	CON000000025857	\$0.00	Master Agreement	N/A	208 Utah Street, San Francisco, CA 94103	N/A
WQ Hong Kong Ltd*	CON000000029627	\$0.00	Supplement	N/A	Unit C-E, 19/F, Tsuen Wan International Centre, Tsuen Wan, Hong Kong	N/A
Xangati *	CON000000030273	\$0.00	Trial	N/A	10121 Miller Avenue, Suite 100, Cupertino, CA 95014	LBHI
XPEDITE SYSTEMS INC.	CON000000011646	\$0.00	Amendment / Addendum / Schedule	N/A	One Industrial Way West, Eatontown, NJ 07724	no notification clause
XPEDITE SYSTEMS INC.	CON000000012644	\$0.00	Amendment / Addendum / Schedule	N/A	One Industrial Way West, Eatontown, NJ 07724	no notification clause
XPEDITE SYSTEMS INC.	CON000000013516	\$0.00	TBD	N/A	One Industrial Way West, Eatontown, NJ 07724	no notification clause

Vendor Name+	Agreement ID	Cure Amount	Type II	Vendor Contact Name	Vendor Contact Address	Lehman Entity
ZUM, LLC	<u>CON000000019893</u>	\$0.00			ZUM LLC 107 W 86th St. 4h NY NY 10024	Unknown
ZUM, LLC	<u>CON000000019895</u>	\$0.00			ZUM LLC 107 W 86th St. 4h NY NY 10024	Unknown